

# Staff Summary Report

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**Council Meeting Date:** December 12, 2002

**Agenda Item Number:** 17

**SUBJECT:** Annual agreement with the City of Phoenix for Computer Aided Dispatch

**DOCUMENT NAME:** 20021212fdkp.doc **FIRE/PARAMEDIC SERVICE ADM (0605-01)**

**SUPPORTING DOCS:** Yes

**COMMENTS:** Request to renew an annual contract with the City of Phoenix to provide computer aided dispatch service for 2002-2003 in the amount of \$184,058.70

**PREPARED BY:** Jim Gaintner, Assistant Fire Chief (858-7202)

**REVIEWED BY:** Cliff Jones, Fire Chief (858-7201)

**LEGAL REVIEW BY:** N/A

**FISCAL NOTE:** Funds for this year's contract are included in the 2002-2003 annual budget.

**RECOMMENDATION:** That the City Council authorize execution of the CAD contract for 2002-2003.

**ADDITIONAL INFO:** History and Facts

October 16, 1980	The City Council authorized Computer Aided Dispatch and combined communications with the City of Phoenix.
March 29, 1982	Computer Aided Dispatch System went on line and Tempe Fire Department ceased operations of its dispatch center.
	Each year thereafter the City Council has adopted a budget including funds for CAD services. This system continues to provide and essential service at a very economical cost.

PHOENIX FIRE DEPARTMENT  
REGIONAL DISPATCH SYSTEM

WITH CITY OF TEMPE

PHOENIX AGREEMENT # 29839-021

CITY OF TEMPE AGREEMENT # \_\_\_\_\_

THIS AGREEMENT made and entered into this 1st of July 2002, by and between the CITY OF TEMPE, hereinafter referred to as "Tempe" and the CITY OF PHOENIX, hereinafter referred to as "Phoenix".

WHEREAS, Tempe desires to participate in the Phoenix Fire Department Regional Dispatch System in order to more effectively provide emergency Fire, Medical and other services; and

WHEREAS, Phoenix desires the participation of Tempe in the Regional Dispatch System to more effectively provide Emergency Fire, Medical and other services,

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by the parties as follows:

**I. Dispatch Service**

A. Tempe agrees to pay Phoenix \$145,363.75 for basic dispatch services for the period of July 1, 2002, through June 30, 2003. Dispatch Service fee shall be calculated at a rate of \$8.75 per dispatch based on the total number of dispatches for the previous calendar year. Tempe was dispatched to 16613 incidents during 2001.

B. As a condition of participation, Tempe agrees to conform to Phoenix Fire Department Communication and Incident Management Procedures (PFD Procedures, Vol. II).

## II. Technical Service

A. Tempe agrees to pay Phoenix a Technical Service Fee of \$38,694.95 for the period of July 1, 2002, through June 30, 2003. The Technical Services Fee covers installation and maintenance parts and materials, as required, to ensure continuous operation of Tempe Equipment Base consisting of: Fire Station Dispatch Package equipment, Automatic Vehicle Locator equipment, Mobile Data Terminals, Mobile Computer Terminals, AirMobile MCT Update System, and RMS Computing Infrastructure. The Maintenance Cost is \$38,694.95, and is broken down in the following table:

SYSTEM	EQUIPMENT BASE	PER UNIT FEE	TOTAL FEE
Generation 1 Fire Station Dispatch Package	6	\$888.80	\$5,328.00
Generation 2 Fire Station Dispatch Package	0	\$2,000.00	\$0.00
Mobile Data Terminal	18	\$1,428.00	\$25,704.00
Mobile Computer Terminal	1	\$2,500.00	\$2,500.00
Automatic Vehicle Location	13	\$397.15	\$5,162.95
AirMobile MCT Update System	0	\$2,000.00	*\$0.00
RMS Computing Infrastructure	1	\$500.00	*\$0.00
<b>Totals</b>	<b>39</b>		<b>\$38,694.95</b>

Table 1.

\*Covered under warranty for FY02-03

B. Tempe agrees to reimburse Phoenix for their proportionate share of the Phoenix Regional Wireless Network (PRWN) infrastructure in accordance with the schedule contained in appendix A. Such payments will be invoiced separately, and should be paid separately, as they are directed to the City of Phoenix Information Technology Department.

## III. Total Charges

A. Total Tempe Dispatch Service and Technical Service charge for FY2002-03 is \$184,058.70. Phoenix will invoice Tempe on a quarterly basis in the amount of \$46,014.68.

#### IV. Other Items

A. Phoenix will provide equipment for additional fire stations or apparatus as required. All new equipment requires written notice by October 1<sup>st</sup>, of the calendar year preceding the fiscal year that the station or apparatus are placed in service. An initial technology investment fee will be charged in accordance with the following schedule:

- Generation 1 Station Package - No longer available for install
- Generation 2 Station Package \$20,000.00 plus \$5,000.00 per Apparatus Bay
- Mobile Data Terminal - No longer available for install
- Mobile Computer Terminal \$15,000.00
- AirMobile MCT Update System \$14,000.00
- RMS Computing Infrastructure \$5,000.00
- Automatic Vehicle Location Equip. \$3,000.00

This fee will cover the installation hardware and all associated equipment. In the event that Tempe chooses to upgrade existing Generation 1 Station Packages to Generation 2, a credit will be given towards the cost of the Generation 2 Station Package based on the following table.

FY 02-03	FY 03-04	FY 04-05	FY 05-06	FY 06-07
\$9,000.00	\$6,750.00	\$4,500.00	\$2,250.00	\$0.00

Table 2.

All Generation 1 Station Packages must be upgraded to Generation 2 no later than June 30, 2008.

Likewise, if Tempe upgrades from an MDT to an MCT ahead of published schedule, a credit will be given towards the cost of each new MCT based on the following table.

FY 02-03	FY 03-04	FY 04-05	FY 05-06
\$8,000.00	\$5,000.00	\$2,000.00	\$0.00

Table 3.

All MDTs must be upgraded to MCT no later than June 30, 2007.

If Tempe desires to purchase equipment outside the process above, Tempe will be invoiced 50% of the initial technology investment. Such equipment purchases by Tempe must comply with the following restrictions:

1. equipment must be certified by Phoenix to ensure it's compatibility with existing Phoenix systems and infrastructure
2. Tempe must also purchase a minimum of 10% replacement units and a full allocation of the manufacturers recommended spare parts and provide them to Phoenix
3. Tempe must provide for any training required to enable Phoenix maintenance personnel to support the equipment
4. Tempe will be responsible for any costs associated with implementing such equipment on existing or future Phoenix systems or infrastructure

B. Other communication equipment (i.e. apparatus radios, portable radios etc.) which may be necessary for Tempe units to function within the Regional Dispatch system that are not defined within this agreement are the sole responsibility of Tempe. Such equipment shall be purchased and maintained by Tempe. All communications subscriber units loaned to Tempe by Phoenix, are free for 60 days, after which a \$200.00 monthly fee will be invoiced to Tempe.

C. Costs associated with Utility Company circuits, connections, and monthly services shall be borne by Tempe.

D. Dispatch equipment covered under this agreement that is damaged or rendered unserviceable by Phoenix through improper repair or neglect shall be repaired/replaced at no cost to Tempe.

E. Dispatch Equipment covered under this agreement that is damaged through abuse or misuse by Tempe will be repaired/replaced by Phoenix at an additional cost to Tempe. Full costs for such repair/replacement will be borne by Tempe at a rate determined by Phoenix.

F. Tempe shall not, without the prior written consent of Phoenix and the system hardware/software providers, copy or reproduce the hardware, software or firmware used within the system, in whole or in part. Furthermore, Tempe shall not make such items available to others without the same consent.

G. Phoenix agrees to provide management information reports to Tempe that are consistent with Phoenix Fire Department reporting. Costs associated with special information services/reports requested by Tempe shall be borne by Tempe.

H. It is agreed that in the event that the ongoing nature of this agreement is discontinued, all devices and related equipment not originally purchased by Tempe, shall be returned as the sole property of Phoenix. Furthermore, Phoenix will not be obligated to reimburse monies already collected as a function of this agreement.

I. Phoenix will advise Tempe of total dispatch agreement charges for the coming fiscal year no later than the last day of February of the current year. The new agreement will be provided no later than the last day of May of the current year.

J. Phoenix agrees to install and maintain the Tempe geographic database, necessary for processing dispatches in a timely manner. Tempe agrees to provide all geographic database information including timely updates, through their own initiative.

K. Liability, occurring as a result of services provided through this agreement, shall be shared by the parties in proportion to the degree of fault.

L. Provided that all sums owed for PRWN infrastructure costs are paid in full, Tempe may terminate this Agreement at any time prior to April 1<sup>st</sup> of any calendar year by providing written notice thereof to the Phoenix Fire Chief. Termination pursuant to said notice shall be effective on July 1st of that year. However, PHOENIX may terminate this Agreement at any time prior to April 1<sup>st</sup> of any calendar year by providing written notice thereof to the Tempe Fire Chief. PHOENIX'S termination pursuant to said notice shall be only for cause and provided Tempe, after reasonable notice, has failed to cure its default. PHOENIX'S termination shall be effective on July 1st of the calendar year that notice is given.

The parties hereto acknowledge that this Agreement is subject to termination by PHOENIX and Tempe, pursuant to the provisions of A.R.S. § 38-511. Termination of this Agreement will, at the same time, discontinue membership of Tempe within the Phoenix Fire Department Regional Dispatch System and subsequently render all Automatic Aid Agreements with members of the system null and void.

For purposes of satisfying ARS 9-461.12c, as relates to the notification of intent to dispose of any real property that is held in common as a result of intergovernmental agreements, there

is no real property to be disposed of should this Agreement be terminated.

M. Phoenix will provide upon request, a copy of the Phoenix Fire Department Hydrant Map and Street Guide Book for each Tempe emergency response unit. Additional books shall be purchased through the Phoenix Fire Department Information Services section.

N. Compliance with the Immigration Reform and Control Act of 1986 (IRCA) is required. Work performed by any contractor relating to this contract understands and acknowledges the applicability of the IRCA to him. The contractor agrees to comply with the IRCA in performing under this Agreement and to permit Phoenix the ability to inspect its' personnel records to verify such compliance.

O. Suppliers performing under this contract shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, sex or national origin, nor otherwise commit an unfair labor practice. The supplier will take affirmative action to ensure that applicants are employed, and that employees are dealt with during employment without regard to their race, creed, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

The supplier further agrees that this clause will be incorporated in all subcontracts entered into with suppliers of materials or services, and all Labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract.

Each individual or firm, vendor or supplier, contractor or subcontractor will be given an equal economic opportunity to participate in City business.

The Contractor is eligible to do business with the City by its compliance with the affirmative action requirements of the City Code, Chapter 18, Article IV. The Contractor is responsible for maintaining its eligibility during the life of the contract, and failure to do so may result in termination of the contract.

The attention of all suppliers, lessees, or use permittee is called to Ordinance No. G-881, passed October 8, 1968; Ordinance No. G-1080, passed April 6, 1971; and Ordinance No. G-1121; passed October 5, 1971.

P. No term or provision of this agreement is intended to, or shall, create any rights in any person, firm, corporation or

other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.

Q. This agreement shall be recorded with the Maricopa County Recorder's Office.

R. No term or provision of this agreement is intended to create a partnership, joint venture or agency arrangement between any of the parties.

S. The parties hereto acknowledge that this agreement is subject to cancellation pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

T. The parties also recognize that it is the responsibility of each participating party to ensure that their employees are notified in accordance with the provisions of Arizona Workers Compensation Law, specifically, A.R.S. 23-1022 or any amendment thereto, and that all such notices as required by such laws shall be posted in accordance with said law. Each party hereto further grants consent to each other party hereto to inspect the premises and work place of each party to ensure compliance with said notice posting requirements of said law, said consent being provided to the appropriate emergency services and/or risk management function of each agency party hereto.

U. The parties acknowledge that the Phoenix Regional Wireless Network ("PRWN") shall be implemented pursuant to the following:

1. Phoenix shall implement a PRWN that will allow Tempe to provide service on the date the radio system is activated.
2. Phoenix shall provide the PRWN infrastructure. Tempe shall reimburse Phoenix for the Tempe proportionate share of the Operations and Maintenance costs. Operations and Maintenance costs are subject to future negotiation under separate agreement.
3. Tempe shall be responsible for providing mobile and portable radio devices that are compatible with the PRWN infrastructure.

V. The parties acknowledge that Tempe has expended substantial sums for infrastructure improvements and, as a consequence shall be entitled to renew this agreement for ten (10) years, commencing July 1<sup>st</sup>, 2002. Such renewal right shall be forfeited in the event Tempe fails to comply with the provisions of this agreement or fails to make any required payment to Phoenix.



# **EXHIBIT A**

**TO**

## **PHOENIX FIRE DEPARTMENT REGIONAL DISPATCH SYSTEM**

### **2002/2003 CAD Contract**

**with**

**City of Tempe**

### **Phoenix Regional Wireless Network Schedule of Payments**

Tempe agrees to reimburse the City of Phoenix the sum of \$2,894,663.00 as their proportionate share of the infrastructure cost of the Phoenix Regional Wireless Network (PRWN), as agreed to in Amendment 1 to the FY 2001/02 Computer Aided Dispatch (CAD) contract.

The term of payment will be \$2,200,000 to be without interest & paid by 7-31-02; remaining balance of \$694,663 to be paid in FY02-03 @ 4%.

Tempe has made an initial payment of \$2,200,000.00 and has a balance due of \$694,663.00 .

The table below shows the payment schedule on the balance due for Tempe.

<b>PAYMENT #</b>	<b>FY DUE</b>	<b>PRINCIPLE</b>	<b>INTEREST</b>	<b>TOTAL</b>
1	2002-2003	\$694,663.00	\$27,786.52	\$722,449.52
2	2003-2004	\$0.00	\$0.00	\$0.00
3	2004-2005	\$0.00	\$0.00	\$0.00
4	2005-2006	\$0.00	\$0.00	\$0.00
5	2006-2007	\$0.00	\$0.00	\$0.00
6	2007-2008	\$0.00	\$0.00	\$0.00
7	2008-2009	\$0.00	\$0.00	\$0.00
8	2009-2010	\$0.00	\$0.00	\$0.00
9	2010-2011	\$0.00	\$0.00	\$0.00
10	2011-2012	\$0.00	\$0.00	\$0.00

Table 1


EXECUTED BY THE PARTIES on \_\_\_\_\_

CITY OF PHOENIX, a municipal corporation

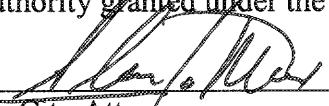

FRANK FAIRBANKS, CITY MANAGER

ATTEST:

By: \_\_\_\_\_  
City Clerk  
City of Phoenix

By:  \_\_\_\_\_  
Fire Chief  
City of Phoenix

In accordance with the requirement of Section 11-952(D), Arizona Revised Statutes, the undersigned attorney acknowledges: 1) that he/she has reviewed the above agreement on behalf of his/her respective clients; and 2) that, as to her/her respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona

By:  \_\_\_\_\_  
ACTING City Attorney  
 City of Phoenix

CITY OF TEMPE, a municipal corporation

ATTEST:

By: \_\_\_\_\_  
Mayor  
City of Tempe

By: \_\_\_\_\_  
City Clerk  
City of Tempe

In accordance with the requirement of Section 11-952(D), Arizona Revised Statutes, the undersigned attorney acknowledges: 1) that he/she has reviewed the above agreement on behalf of his/her respective clients; and 2) that, as to his/her respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona

By: \_\_\_\_\_  
City Attorney  
City of Tempe